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When Recorded, Return to:

Commonwealth Edison Company
Three Lincoln Centre
Oakbrook Terrace, IL 60181
Attn: Director, Real Estate & Facilities

PIN: 25-32-201-008

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (this “Easement”) is granted as of the ____ day of _____, 2021, by and between the CITY OF ROCHELLE, an Illinois municipal corporation (“Grantor”), and COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Grantee”).

RECITALS:

A. Grantor is the owner of that certain land located in the State of Illinois described more particularly on Exhibit A attached hereto and made a part hereof (“Grantor’s Property”).

B. Grantee is the owner of that certain land located in the State of Illinois described more particularly on Exhibit B attached hereto and made a part hereof (“Benefited Parcel”).

C. Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, an easement for the installation, use and maintenance of drainage facilities, and passage and flow of stormwater, all as more fully described herein below, in, upon, under, over, across and along those areas of Grantor’s Property described and/or depicted on Exhibit C attached hereto and made a part hereof (the “Drainage Easement Area”).

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee and Grantee’s agents, contractors, employees, representatives, successors and assigns (“Grantee Parties”), hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State of Illinois, a non-

exclusive, perpetual right and easement appurtenant to the Benefited Parcel in, over, under, along, upon and across the Drainage Easement Area for purposes of installing, constructing, reconstructing, operating, maintaining, repairing, relocating, replacing, rebuilding, renewing and removing drainage pipes and related facilities (the “Grantee Drainage Facilities”) from the Benefited Parcel through the Drainage Easement Area to the stormwater detention pond shown on Exhibit D attached hereto (the “Drainage Pond”), and for purposes of the passage and flow of stormwater from Grantee’s Property through the Grantee Drainage Facilities within the Drainage Easement Area to the Drainage Pond. For clarity, Grantor and Grantee acknowledge that the Drainage Pond shall not be deemed to be part of the Grantee Drainage Facilities for purposes of this Easement (it being acknowledged that the Drainage Pond is not owned by Grantor or Grantee, and that Grantee’s rights of use thereof are addressed by one or more separate instruments). Each and all of the rights, privileges and easements conferred upon Grantee and the Grantee Parties pursuant to this Easement may be exercised by Grantee and the Grantee Parties from time to time and at any time, without any notice (prior or subsequent) to Grantor, except that Grantee shall provide Grantor with at least 14-days’ prior notice (which may be given by telephone or email) in advance of performing any work with respect to the Grantee Drainage Facilities which may adversely affect the use of the access drive located over the Drainage Easement Area (except in case of an emergency or hazardous condition, in which case only such notice (prior or subsequent) as is reasonable under the circumstances shall be required).

2. Construction, Maintenance and Repair. Grantee shall be responsible for the construction, installation, maintenance and repair of the Grantee Drainage Facilities, all at Grantee’s sole cost and expense (subject to Section 3 below). Grantor and Grantee acknowledge that, during the period that Grantee is constructing and installing the Grantee Drainage Facilities, Grantor may be constructing and installing an access drive over the Drainage Easement Area. In such event, Grantor and Grantee shall reasonably cooperate in scheduling and coordinating their respective construction and installation activities, so as to avoid or reasonably minimize any interference with the other party’s respective work.

3. Use. In no event shall Grantor or any of its agents, contractors, tenants, licensees, guests, invitees, employees, representatives, grantees, successors and assigns (collectively, the “Grantor Parties”) use the Drainage Easement Area for any purpose that would disrupt or interfere with the use of the Drainage Easement Area by Grantee or any of the Grantee Parties for the purposes set forth herein, or the exercise of any of the rights of Grantee or the other Grantee Parties hereunder. In no event shall Grantor or any of the other Grantor Parties gain access to, damage, disrupt, block, obstruct or otherwise interfere with the Grantee Drainage Facilities, and no building, structure (other than an access drive) or obstruction of any kind shall be placed, erected or used by any Grantor Party on or under the Drainage Easement Area.

4. Covenants Running With the Land. The terms, conditions, rights and easements contained herein shall be covenants running with the land and shall be perpetual. This Easement shall be recorded against the Grantor’s Property, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the parties hereto and their respective grantees, successors and assigns (including, without limitation, the respective successors in title to Grantee and Grantor to the Benefited Parcel and Grantor’s Property). The easement granted hereby shall constitute an easement appurtenant to the Benefited Parcel.

5. Notices. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

(a) <u>If to Grantee:</u>	(b) <u>If to Grantor</u>
Commonwealth Edison Company Three Lincoln Centre Oakbrook Terrace, IL 60181 Attn: Director, Real Estate & Facilities	City of Rochelle 420 North 6th Street Rochelle, Illinois 61068 Attn: City Manager

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

6. No Cancellation upon Breach. It is expressly agreed that no breach of this Easement shall entitle any party to cancel, rescind or otherwise terminate this Easement.

7. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows: (a) Grantor is the legal fee simple titleholder of the Grantor's Property and the Drainage Easement Area, and Grantor has obtained all required consents, releases and permissions required to grant the easements and other rights set forth in this Easement; (b) each person and/or entity signing the Easement on behalf of the Grantor has the full and unrestricted authority to execute and deliver this Easement and to grant (and/or to cause Grantor to grant) the easements and rights hereunder; (c) There are no encumbrances or liens against Grantor's Property or Drainage Easement Area except as recorded in the County recorder's office; and (d) there are no unrecorded leases, licenses or other agreements governing or affecting the right of any person or entity to occupy any portion of the Grantor's Property or the Drainage Easement Area. The foregoing representations and warranties of Grantor shall survive the grant of the easements and other rights hereunder.

8. Estoppel Certificate. Grantor agrees that from time to time upon not less than ten (10) days' prior written request from Grantee, Grantor will deliver to Grantee a statement in writing signed by Grantor certifying: (a) that this Easement is unmodified and in full force and effect (or if there have been modifications, that the Easement as modified is in full force and effect and identifying the modifications); (b) that, to Grantor's knowledge, Grantee is not in default under any provision of this Easement (or, if such a default or event has occurred, the nature thereof in reasonable detail); (c) that Grantor is not in default under any provision of this Easement (or, if such a default or event has occurred, the nature thereof in reasonable detail); and (d) such other matters as may reasonably be requested by Grantee.

9. Indemnification by Grantee. Grantee shall indemnify and forever save harmless the Grantor from any and all liabilities, judgments, damages, decrees and other costs and expenses, including reasonable attorneys' fees, that the Grantor may legally suffer or incur, or which may be legally obtained against Grantor, for or by reason of damage to property or injury to or death of persons arising from the use and occupation by Grantee of the Drainage Easement Area pursuant to the terms of this Easement; except that the indemnity provided herein shall not apply to any liabilities, judgments, damages, decrees or other costs or expenses (a) determined by a court of competent jurisdiction to have resulted from the negligence or intentional acts or omissions of Grantor or any of its agents or employees, (b) resulting from any breach or violation of this Easement by Grantor, or (c) arising out of events or circumstances that shall have occurred or existed prior to the date of this Easement.

10. Miscellaneous.

(a) If any term, provision or condition in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Easement shall be valid and enforceable to the fullest extent permitted by law.

(b) The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) This Easement may be executed in several counterparts, each of which shall be deemed an original; further the signature of the parties hereto on this Easement may be executed and notarized on separate pages, and when attached to this Easement shall constitute one complete document. The section headings appearing in this Easement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.

(d) Each party agrees that it will execute and deliver such other documents and take such other actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

(e) The failure of either party to enforce at any time any provision of this Easement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Easement or any part thereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Easement shall be held to constitute a waiver of any other or subsequent breach. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(f) The term "Grantor" as used in this Easement means only the owner or owners at the time being of the Grantor's Property, so that in the event of any assignment, transfer, conveyance or sale, once or successively, of all of the right, title and interest of a Grantor in and to the Grantor's Property, said Grantor making such assignment, transfer, conveyance or sale shall be entirely freed and relieved of all covenants and obligations of the Grantor hereunder accruing after the date of such assignment, transfer, conveyance or sale, and the Grantee shall look solely to the assignee, transferee or purchaser with respect thereto; provided, that upon such assignment, transfer, conveyance or sale, such assignee, transferee or purchaser shall automatically, and without the necessity of further action of any kind, be deemed to have assumed all of Grantor's covenants and obligations hereunder accruing after the date of such assignment, transfer, conveyance or sale. The term "Grantee" as used in this Easement means only the owner or owners at the time being of the Benefited Parcel, so that in the event of any assignment, transfer, conveyance or sale, once or successively, of all of the right, title and interest of a Grantee in and to the Benefited Parcel, said Grantee making such assignment, transfer, conveyance or sale shall be entirely freed and relieved of all covenants and obligations of the Grantee hereunder accruing after the date of such assignment, transfer, conveyance or sale, and the Grantor shall look solely to the assignee, transferee or purchaser with respect thereto; provided, that upon such assignment, transfer, conveyance or sale, such assignee, transferee or purchaser shall automatically, and without the necessity of further action of any kind, be deemed to have

assumed all of Grantee's covenants and obligations hereunder accruing after the date of such assignment, transfer, conveyance or sale.

[Signatures and acknowledgments on next page(s)]

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed as of the day and year first above written.

GRANTOR

CITY OF ROCHELLE,
an Illinois municipal corporation

By: _____
Name: Jeff Fiegenschuh
Title: City Manager

GRANTEE

COMMONWEALTH EDISON COMPANY,
an Illinois corporation

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)

)SS

COUNTY OF OGLE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Jeff Fiegenschuh, personally known to me to be the City Manager of the City of Rochelle, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such City Manager, he/she signed and delivered the said instrument pursuant to the authority of such municipal corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

STATE OF _____)

)SS

COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

EXHIBIT A TO DRAINAGE EASEMENT

GRANTOR'S PROPERTY

Lot Two (2) of Electric Park Subdivision being a resubdivision of Lot Two (2) of Prologis Park Rochelle Unit One; part of the Northeast Quarter (NE1/4) of Section 31, the Northwest Quarter (NW1/4) of Section 32 and the Northeast Quarter (NE1/4) of Section 32, Township 40 North, Range 2 East of the Third Principal Meridian, Ogle County, Illinois; situated in the Township of Dement, County of Ogle and State of Illinois.

Property address: 1620 Ritchie Court, Rochelle, Illinois

EXHIBIT B TO DRAINAGE EASEMENT

BENEFITED PARCEL

Lot One (1) of Electric Park Subdivision being a resubdivision of Lot Two (2) of Prologis Park Rochelle Unit One; part of the Northeast Quarter (NE1/4) of Section 31, the Northwest Quarter (NW1/4) of Section 32 and the Northeast Quarter (NE1/4) of Section 32, Township 40 North, Range 2 East of the Third Principal Meridian, Ogle County, Illinois; situated in the Township of Dement, County of Ogle and State of Illinois.

EXHIBIT C TO DRAINAGE EASEMENT

DRAINAGE EASEMENT AREA

[TO BE INSERTED]

